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COURT OF APPEAL 214.

Hearing Dates: 29th and 30th September, and 1st October, 1992: Decision given; reasons reserved.

Reasoned Judgment: 3rd December, 1992.

Before: J.M. Collins, Esq., Q.C., President,
R.D. Harman, Esq., Q.C., and
E.A. Machin, Esq., Q.C.

BETWEEN:	**Seale Street Developments Limited**	**REPRESENTOR**
AND:	**Marguerite Ann Chapman (née Godel) (en désastre)**	**FIRST RESPONDENT**
	David Henry Chapman	**SECOND RESPONDENT**

(First Application)

BETWEEN:	**Guys of Georgetown Limited**	**REPRESENTOR**
AND:	**Marguerite Ann Chapman (née Godel) (en désastre)**	**FIRST RESPONDENT**
	Allied Traders Limited	**SECOND RESPONDENT**
	J.S. Olver Limited trading as "Pack and Wrap"	**THIRD RESPONDENT**
	Seale Street Developments Limited	**FOURTH RESPONDENT**
	The Social Security Committee of the States of Jersey	**FIFTH RESPONDENT**

(Second Application)

Application of the Second Respondent to the first application, under Rule 15 of the Court of Appeal (Civil) (Jersey) Rules, 1964, for a stay of execution of the Order of the Royal Court (Samedi Division) of 3rd September, 1992, determining the contract lease of the premises at 30, Sand Street, St. Helier, pending the hearing of an appeal by the said Second Respondent against the said Order.

Advocate F.J. Benest for the Second Respondent to the first application.
Advocate G. Le V. Fiott for Seale Street Developments, Limited.

Reasoned Judgment

MACHIN, J.A.: On 29th and 30th September and 1st October, 1992, this Court sat to hear and determine a Summons by the Second Respondent to the First Application, David Henry Chapman, to show cause why it should not stay the execution of and/or suspend the judgment of the Inferior Number of the Royal Court to cancel the contract lease of the premises of 30 Sand Street in the parish of St. Helier, pending the hearing of his appeal against that judgment.

Mrs. Chapman, the First Respondent, and the wife of the Second Respondent, did not appear either in person or by Counsel at the hearing of that Summons, to which she was not a party, but the proceedings were observed on her behalf by Advocate Sharp. Out of courtesy, we afforded Advocate Sharp an opportunity to address us if she so wished but she did not so wish.

At the conclusion of Counsels' Submissions we announced the decision of the Court, that execution be stayed as prayed, subject to the following conditions:

(1) that the time for service of Notice of Appeal provided for by the Court of Appeal (Civil) (Jersey) Rules 1964, Rule 8, should be abridged and that such service should be effected by 4pm on Friday October 23rd 1992;

(2) that the remainder of Rule 8 so far as it related to acts to be performed by the Appellant should be duly complied with;

(3) that by 4pm on 23rd October 1992 the Appellant should lodge the sum of £1,000 as security for the costs of his appeal;

(4) that the Appellant should duly perform any other act necessary to be performed by him in order to effectuate the timely hearing of his appeal.

We now proceed to give the reasons of the Court for our decision.

Historical Background

Seal Street Developments Limited (to whom we shall refer as to "the Landlords") are the present owners of 30 Sand Street, St. Helier (the "subject premises"). Those premises they acquired on 14th August, 1987, by purchasing a reversion from the former owner, Mr. Shephard. On 5th October, 1984, Mr. Shephard had let the premises to Mr. and Mrs. Chapman ("the Chapmans") on the terms of a lease (the "subject lease") a copy whereof is to be found as Ex.1 in the Exhibits section of the Appellant's bundle of documents ("AB"). The subject lease is in the French language and it let the premises to the Chapmans for a term of 21 years, expiring on 5th October 2005, at a then rent of £8,000 p.a. The lease was one to the Chapmans jointly ("*conjointement par ensemble*

pour eux..") and it contained provisions for annulment (Clauses 9 and 11) which will require our attention. The rent was payable in advance on the usual quarter days and by the time with which we are concerned it had risen to the sum of £2,976.22 per quarter.

At the subject premises Mrs. Chapman alone carried on the business of a food takeaway, trading under the name of Speedy Spuds & Co. One Victoria Kitchen.

At the date when we began to hear this Summons the Chapmans also held under lease premises at 42a Midvale Road, St. Helier, from which Mrs. Chapman traded as "Speedy Spuds & Co. Two Victoria Kitchen". Advocate Benest, who appeared for Mrs. Chapman alone, told us that the rent due under the lease of 42a Midvale Road had been paid in the sum of £987, the payment having been made by the Viscount in *désastre* proceedings to which we shall refer. On the last day of the hearing Advocate Benest was further able to inform us that there was a possibility that an assignment of that lease, worth between £6,000 and £6,500, would be completed on that day.

The Chapmans are also the joint owners of a private dwellinghouse, "Le Soleil Couchant", St. Brelade; in her Affidavit sworn 25th June of this year Mrs. Chapman stated her belief that this house was worth in the region of £170,000 but that there was owing on it the sum of approximately £140,000 (Ex.10 of "AB"). According to a list of creditors in the *désastre* proceedings relating to Mrs. Chapman (Ex.19 of "AB") the British and West Building Society were owed £69,758 and the National Westminster Bank were owed £13,734, they being first and second mortgagees respectively of "Le Soleil Couchant". How the difference between the aggregate of these mortgages and the sum of £140,000 is made up we do not know.

The Chapmans did not between March 1989 and March 1992 pay their rent for the subject premises on the due dates. Document 1 in the Respondent's Bundle ("RB"), the accuracy of which is not in dispute, shows that payment was invariably late, although usually by a matter of a week or so only. Where payment was delayed for longer periods (e.g. September 1990 and March 1992) interest was paid in addition.

On 24th June this year there fell due the quarter's rental, payable in advance, of £2,976.22. It was not paid nor has it been paid; this non-payment was the trigger for the annulment proceedings with which this action is concerned.

On 25th June the landlords, who certainly wasted no time, took out an *Ordre Provisoire* against the Chapmans in the sums of £2,976.22 for rent and an "*assurance*" of twice that sum for the succeeding two quarters' rent, due in September and December.

On 26th June the Viscount arrested the Chapmans' goods and warned them to attend Court on 10th July, in virtue of the unpaid rental and the assurance, totalling £8,928.66; see the Record of Service in RB, Pleadings Section. This distraint was at the instance of the landlords and in particular it embraced the catering and kitchen equipment situate in the subject premises. Thereby, Mrs. Chapman was effectively prevented from continuing her business at the subject premises, and she has not done so since.

Excepted from this distraint was furniture in a flat at the subject premises, then sub-let to a Miss Carter. At the time we heard argument we understood that Miss Carter had vacated her flat, which was therefore at the present time in the possession of the landlords, the premises being vacant. Miss Carter's notice to quit appears as Ex.8 of AB.

On 26th June Mrs. Chapman applied to declare her goods *en désastre* pursuant to the Bankruptcy (Désastre) Jersey Law, 1990 ("the 1990 Law"). She remained *en désastre* at the date of the hearing before us. By her supporting Affidavit of 25th June (AB Ex.10) she dealt broadly with her financial situation and averred (paragraph 6) that she was insolvent.

The Proceedings

At a date unknown but probably towards the end of June the landlords delivered Particulars of Claim against Mr. Chapman alone in the sum of £8,928.66, the provenance of which will have appeared above. This pleading is to be found in the Pleadings Section of RB. The reason for which Mr. Chapman alone was sued is the prohibition against proceedings against a person *en désastre* contained in the 1990 Law, Article 10. The Particulars of Claim sought payment of the £2,976.22 rent due, together with interest, and arrêt by way of asurance in respect of the sum of £5,952.44 which latter sum was not, of course, then due.

To this pleading Mr. Chapman filed an Answer (also undated), which is to be found following the Particulars of Claim in RB. We need not advert to the disparate allegations contained in this pleading. Mr. Chapman supported his Answer by an Affidavit sworn by Mrs. Chapman on 23rd June (which follows sequentially the Answer in RB). In the paragraph fourth from the end of the Affidavit Mrs. Chapman alleged that the distraint order was causing a serious problem to her business which she felt was being done deliberately to disrupt her business so that she would not be able to pay the next quarter's rent on her lease *"which is due at the end of June 1992"*.

On 3rd September there came before the Royal Court two representations.

The first representation, at the instance of the landlords, recited the relevant terms of the subject lease and the non-payment of £2,976.22 due on 24th June and prayed for cancellation of the subject lease and ancillary orders.

The second representation, at the instance of Guys of Georgetown Limited, creditors in the *désastre,* asked for the *déclaration en désastre* to be raised on the ground that this would procure the optimum benefit to all creditors by allowing Mrs. Chapman to trade herself out of her difficulties under professional supervision; this representation was supported by an Affidavit of Alan Guy, the managing director of that creditor company, of which there is in the bundle before us but an unsworn draft.

From the time of the Summons in the second Application heard by the Royal Court it would seem that the representation of Guys of Georgetown Limited was served upon five Respondents, including Mrs. Chapman and the landlords. Mr. Chapman was not a Respondent.

The two representations came finally before the Royal Court on 3rd September. They had then, sensibly, become proceedings *inter partes.* We have been supplied with copies of the judgment of the Court in relation to the first representation. We shall have to examine the terms of this judgment in due course. The second representation was not the subject of a reasoned judgment; a document signed by the Deputy Judicial Greffier records merely that *"the Court refused the application".*

Having heard the first representation, the Royal Court, pursuant to Clause 11 of the subject lease and its general powers

(1) cancelled the subject lease

(2) directed that the Viscount place the landlords in possession of the subject premises

(3) ordered the Chapmans to pay the landlords their taxed costs and

(4) ordered that a copy of the Acte be registered in the Public Registry.

On 24th September Mr. Chapman served Notice of appeal (i) against the decision of the Royal Court to cancel the lease and (ii) against its decision not to raise the *désastre* (see the Court bundle).

These appeals will be heard by the Court of Appeal in due course. The conditions we have imposed as part of the stay granted by us are designed to ensure that any appeal by Mr. Chapman is proceeded with in such timely fashion as to be ready

for hearing at the January 1993 Session and we record our desire that so far as they can the officers of the Court shall facilitate this consequence.

Such, then, are the prolegomena to the Summons before us, which at the instance of Mr. Chapman is directed to the landlords and the terms of which are set out in the first paragraph of these Reasons.

The Judgment Below

The Royal Court, having before it the two representations to which we have referred, decided to hear first that requesting that the subject lease be cancelled, since if it were, there would be little point in lifting the *désastre* (Judgment, p.4). However, in deciding this issue, the Court took into account the representation to lift the *désastre*, in view of the link between Mrs. Chapman's business at Sand Street, and the subject lease. Despite Advocate Fiott's submission to us (that the *désastre* was entirely separate from the matter of the subject lease and that the financial circumstances of Mrs. Chapman should not be taken into account in the lease proceedings) we have no doubt that the Royal Court was correct in its approach and that it was not only just, but inevitable, that in deciding whether to annul the lease the Royal Court should consider the financial position of, at least, Mrs. Chapman. In this event, the judgment below, although taking the form of a full judgment on the issues raised in the lease proceedings, followed by a mere statement that the application to raise the *désastre* was refused, embraced and decided both sets of proceedings.

The Royal Court thus considered in some detail the financial affairs of Mrs. Chapman. It found that she owed over £100,000 and that her net assets were estimated at just over £15,000. Thus, her affairs were *"irredeemably en désastre as matters now stand"*. We do not advert more than is necessary for our present purpose to Mrs. Chapman's financial affairs as found by the Royal Court. We are not sitting on appeal from any decision of that Court and we are conscious that nothing we say should prejudice any appeal on the merits.

It is, however, necessary for us to refer to one matter. On 26th August a Mr. Barker wrote to the acting Bâtonnier enclosing a cheque for £3,000 for the purchase of a motor car under restraint in the *désastre*, subject to the lifting of the *désastre*. Mr. Barker's intention was to sell the car and to return any cash received over the £3,000 to Mrs. Chapman *"which will assist her to get going with her business again"*. Since the *désastre* has not been lifted this offer came to nought; it is referred to at p.6 of the Judgment below. After that Judgment, on 29th September, Mr. Barker wrote to Advocate Sharp on behalf of Mr. Chapman a letter which was placed before us, stating that £6,000 was available to

pay two quarters' rent on the subject premises. It recorded (p.8) that there was a substantial majority of creditors in favour of lifting the *désastre*, subject to Mrs. Chapman receiving professional guidance in the further conduct of her business, and the total amount of the debts of those creditors favouring the lifting of the *désastre* was substantially in excess of those due to the objecting creditors. However, the Royal Court considered (p.8) that the prospect of Mrs. Chapman continuing business successfully would be remote, and that her then financial position would not by itself justify a refusal to cancel the lease. Having considered authorities relating to the power to cancel (to which we, in our turn, were referred) the Royal Court, balancing all the circumstances, ordered the cancellation of the lease and that the Viscount be authorised to place the landlords in possession.

Principles governing the power to stay

There can be no doubt that the power of a court to stay execution of a judgment is a discretionary power. It is conferred on the court by Article 15(1) of the Court of Appeal (Civil) (Jersey) Rules, 1964 and this Court may determine an application for a stay notwithstanding that application has not first been made to the Court below (Sloan -v- Sloan [1987-88] JLR 651). No argument to the contrary was advanced before us.

The relevant Article does not limit the discretion to order a stay, but certain guidelines have been established, both by the English and the Jersey Courts. The English provision dealing with the stay of execution (Order 59 r.13(1) of the R.S.C.) is in terms not materially different from the Jersey rule, and decisions upon the operation of the English rule are clearly pertinent to the exercise of discretion under the Law of Jersey, as indeed this Court decided in In Re Barker [1987-88] JLR 1.

We were referred to a useful conspectus of the authorities to be found in the notes to the English Order 59 r.13 at 59/13/1, and to a number of the relevant authorities. We take the general rule applying to the discretion whether to grant a stay from the judgment of the English Court of Appeal (Cotton, Brett and James, LJJ) in Wilson -v- Church (No. 2) (1879) 12 Ch. 454. In that case, bond holders of a railway company had claimed against the company that their money should be returned to them, instead of being applied in the undertaking. The Court of Appeal pronounced judgment in favour of the bond holders and ordered that funds in the hands of trustees for the bond holders should be returned to them. The Defendants proposed to appeal to the House of Lords and applied to the Court of Appeal for a stay. The Court of Appeal granted a stay. In his judgment, Cotton L.J. (p.458) said

> ***"I will state my opinion that when a party is appealing, exercising his undoubted right of appeal, this Court ought to see that the appeal, if successful, is not nugatory ...."***

and he took into account the fact that if the trustees were to part with the funds, they would be distributed among a great number of persons, so that there would be very great difficulty in recovering them should the House of Lords reverse the decision of the Court of Appeal.

Brett L.J, at p.459, applied the same principle

> "**.... *where the right of appeal exists, and the question is whether the fund shall be paid out of Court, the Court as a general rule ought to exercise its best discretion in a way so as not to prevent the appeal, if successful, from being nugatory*".**

He said that the order must be acted upon "***unless this is an exceptional case***"; he did not consider that it was such a case.

James, L.J. dissented, but not on the general principle; he took the view (p.460) that the case was indeed a very exceptional one.

Within three weeks of its decision in Wilson -v- Church (No. 2) the Court of Appeal gave judgment Polini -v- Gray (1879) 12 Ch. 438. The Court was on this occasion composed of Jessel, MR and James, Brett and Cotton LJJ. An action had been brought to determine the right of claimants to a fund. The plaintiffs failed in the Court of first instance and also on appeal, but desired to appeal to the House of Lords. They sought an interim order preserving the fund pending the appeal. The order was sought under the then Order 52 r.3, which gave the Court power to make an order for the preservation of property the subject of an action. The application was not, therefore, one seeking of stay of execution, and alone of the Judges, Cotton L.J. equiparated it with such an application, saying (p.446) that he saw no difference in principle between staying the distribution of a fund to which the Court had held a plaintiff not to be entitled, and staying the execution of an order by which the Court had decided that the plaintiff was entitled to a fund. In both cases, the Court suspended what it had declared to be the right of one of the parties

> "***On what principle does it do so? It does so on this ground, that when there is an appeal about to be prosecuted the litigation is to be considered as not at an end, and that being so, if there is a reasonable ground of appeal, and if not making the order to stay the execution of the decree or the distribution of the fund would make the appeal nugatory, that is to say, would deprive the appellant, if successful, of the results of the appeal, then it is the duty of the Court to interfere and suspend the right of the party who, so far as the litigation has gone, has established his rights***".

Despite some observations which have been made by the single Judge sitting in the Jersey Court of Appeal in Barker -v- Merchant Vintners Ltd (1981) 1 C.of.A. 218; In Re Barker (1987-88 JLR 1) we do not consider that it is for the applicant to show special circumstances justifying the stay; so to state the principle is to invert the general guideline laid down in Wilson -v- Church (No. 2). Our opinion is that once it is shown that if no stay be granted the right of appeal would be likely to be rendered nugatory, and that once a reasonable ground of appeal has been shown to exist, then special (that is to say, exceptional) circumstances have to be advanced to justify a refusal of the stay.

The English authorities to which we have referred, together with others, were considered by Pennycuick J. in Orion Property Trust Ltd -v- Du Cane Court Ltd [1962] 1 WLR 1085; having considered them, he applied the principle stated by Cotton L.J. in Polini -v- Gray, supra. As we understand it, this principle was also the foundation of the judgment (in relation to stay) of the Royal Court in In Re Barker, supra (see at p.22), where the decision not to grant a stay was based upon the absence of a "serious question to be tried" in the appeal.

We do not propose in this judgment to set out all those factors which may be taken into account in deciding whether to grant or to refuse a stay. The discretion of the court is *ex facie* unfettered and it may take into consideration any matter which it properly considers material to the exercise of its jurisdiction. Plainly, the factors referred to by Cotton L.J. in Polini -v- Gray, supra, are of first importance, that there may in a particular case be other factors, such as the consequences to the parties respectively of the grant or refusal of a stay, which require also to be weighed in the balance.

The annulment of the subject lease

Since we are asked to stay the exercise of a discretion by the Royal Court it seems to us necessary to examine the foundation of that discretionary jurisdiction which is to be derived, if at all, from the terms of the subject lease.

Clauses 9 and 11 of that lease provide as follows

> *"9. QUE si ledit loyer des premisses présentement baillées à termage resterait impayé pour une période de vingt-et-un jours après qu'il est devenu dû et exigible, ledit Bailleur aura le droit de notifier par écrit auxdits Preneurs que le Bail sera determiné à l'expiration de quatorze jours de la date de telle notification et dans le cas où ledit loyer restera impayé apres l'expiration de tel délai, le Bail sera annullé de plein droit.*

11. ETANT de plus entendu et accordé entre lesdites parties que si le présent Bail à Termage serait annulé de plein droit comme sus est dit, ledit Bailleur aura le droit de faire une déclaration "ex parte" devant la Cour Royale que ledit Bail à Termage est annulé et pourra en même temps demander que l'Acte resultant de telle déclaration soit enregistré au Registre Public de cette ile et tel enregistrement aura tous les effets légaux d'un contrat dûment passé devant Justice par lesdites parties".

Having examined these Clauses, it seemed to us that there might be difficulty in reconciling the phrase *"annullé de plein droit"* at the end of Clause 9 with the provisions of Clause 11 providing for the intervention of the Royal Court, and we asked for assistance on the proper interpretation of that phrase, which was helpfully afforded by both Advocates appearing. They referred us to a number of dictionary and other definitions of the phrase, and of the similar phrase *"en plein droit"*, which is sometimes used. Some of these definitions attributed to the phrase a meaning equivalent to the English expression "without more ado", others attributed to it merely the meaning of "lawfully" or "by right". We do not sit in this Court as experts in the French tongue, especially where the material requiring translation is of a special or technical character. We are, however, satisfied that the phrase *"de plein droit"* in Clause 9 of the subject lease, read (as it must be) in the context of the lease as a whole, carries with it no element of finality, such as might preclude an application to the Court to reverse the annulment.

There are many reasons for our conclusion. If the operation of Clause 9 were final and not subject to review, this would mean that a tenant could lose his lease (which might possess considerable value) (1) where through sheer inadvertence he omitted to pay his rent despite notice (2) however small might be the amount unpaid (3) however short a time might elapse between the expiration of the 14-day notice and payment (4) however small might be the loss or inconvenience to the landlord due to non-payment (5) however great might be the injury to the tenant and his family or others consequent upon repossession. We were not referred to any statutory provision which might palliate these hardships (compare the English rules with regard to relief against forfeiture). It is not difficult to envisage similar unfairness arising when Clause 10 of this lease, which deals with breaches other than non-payment of rent, may be invoked.

Even if Clause 9 stood alone we should have the greatest reluctance to interpret it in any final sense, particularly having regard to the ambiguity of the phrase *"de plein droit"* to which we refer above. But it does not stand alone. It must be read together with Clause 11. We are satisfied that Clause 11, properly construed, relates to an application to the Royal Court

sitting as such, and not to the Royal Court as a mere organ of administration which has no option but to register the Acte consequent upon the lessor's declaration. The Royal Court is a judicial body exercising judicial functions and it has for many years exercised those functions in connection with the annulment of leases containing provisions similar to those at Clause 11 of the present lease (see for example Bailhache -v- Williams (1968) JJ 1067). The exercise of those functions in the context of the annulment of leases has at least two important *raisons d'etre;* first, it provides for the public determination of a lease, so that the lessor can make good an unencumbered title to the leased premises, secondly, it provides relief for the lessee who has committed a venial breach which cannot in conscience require the taking of the draconian step of forfeiture. We have no doubt that the Royal Court in the present case was properly seized of the matter in its judicial capacity and certainly neither that Court nor the parties before it supposed for one moment the contrary. We have examined this aspect of the matter since only were the Royal Court exercising a judicial function would our jurisdiction to grant a stay arise. We are quite satisfied that we possess that jurisdiction.

Factors taken into account

We ask ourselves first if the appeal is likely to be rendered nugatory should a stay be refused. The consequences to the Chapmans in this event are likely to be that Mrs. Chapman will be unable to revive her business at the subject premises, or attempt to do so, as the main source of her income will have been irretrievably lost, with adverse effect upon her ability to raise the *désastre*. Victory in the appeal would be likely to be Pyrrhic, especially were the landlords to sell or re-let meanwhile, as they would have a perfect right to do, and as they would no doubt wish to do rather than merely to remain the owners of empty premises. We are therefore satisfied that if a stay is not granted the appeal is very likely to be rendered nugatory.

Secondly, we have considered whether there is a reasonable ground for appeal. We have taken into account the principal authorities upon the reversal by a superior court of the exercise of a judicial discretion (see, in England G. -v- G. [1985] 2 All E.R. 225, H.L., at p.p. 228-230 per Lord Fraser and at p.232 per Lord Bridge, and, in Jersey, Abdul Rahman -v- Chase Bank [1984] J.J. 127, C.A.). These principles are of course very familiar. We consider that it would be wrong for us to express any view upon the merits of Mr. Chapman's appeal, such as might be thought to prejudice the contemplated hearing. Having read the documents placed before us and listened to the careful arguments of Counsel, we have formed the view that a reasonable ground for an appeal exists.

Thirdly, we have taken into consideration the consequences to the parties if no stay were granted. In this event, Mrs. Chapman would irretrievably lose her business at the subject premises and would have little or no prospect of paying off her creditors in any substantial degree. The *désastre* would continue. On the other hand, the landlords are disadvantaged only to the extent that their right to exploit the subject premises will be held in abeyance at least until the next sitting of this Court, in January 1993. Their right to rent will resume when Mrs. Chapman resumes possession, although to what extent that right will fruit in the receipt of funds in conjectural. We did not understand Mr. Fiott, when asked by the Court, to suggest any other prejudice to the landlords, save a possible difficulty in surveyors gaining access to the premises for the purpose of scheduling dilapidations. In our view the adverse consequences to the Chapmans far outweigh in their severity those to the owners, should no stay be granted.

For the foregoing reasons we have directed a stay on the terms set out at the commencement of this judgment and announced by us on 1st October of this year.

Authorities

Rules of the Supreme Court 1991, Order 59/10/19, 59/10/20, 59/13/1, 59/13/2.

Court of Appeal (Jersey) Law 1961: Article 13 (d)(i).

Court of Appeal (Civil) (Jersey) Rules, 1964 Rules 12(4); 15(1).

Places of Refreshment (Jersey) Law, 1967 - Article 8.

Bankruptcy (Désastre) (Jersey) Law, 1990: Articles 7 & 32.

Wilson -v- Church (No.2) (1879) 12 Ch. 454.

Polini -v- Gray (1879) 12 Ch. 438.

James Barker -v- Merchant Vintners Limited (15th October, 1981) 1 C.of.A. 218.

Re Barker (1987-88) JLR 4.

Orion Property Trust, Ltd. -v- Du Cane Court, Ltd. [1962] WLR 1085.

Ruth Rose Lane -v- Eileen Margaret Lane (18th November, 1985) 1 C.of.A. 297.

G -v- G [1985] 2 All ER 225 H.L., at 228-230 and at 232.

Rahman -v- Chase Bank (1984) JJ 127 C.of.A.

J. Purdie, E.M. Purdie and Lancashire Hotel (Holdings) Limited -v- Gould, P.M. Bailhache, W.J. Bailhache & Boxall (practising as Bailhache & Bailhache) (1989) JLR 111.

IBL Limited & Meridian Group (U.K.) Limited -v- Planet Financial & Legal Services Limited & Brian Harrison Webbe (7th November, 1990) Jersey Unreported.

Sloan -v- Sloan (1987-88) JLR 651.

The Fort Regent Development Committee -v- The Regency Suite Discothèque and Restaurant Limited (4th December, 1990) Jersey Unreported.

Hamon -v- Fishers Grocery Stores, Ltd. (1962) 253 Ex 415.

Bailhache -v- Williams (1968) JJ 1067.

Re Wykes (1966) 256 Ex 27.

Big Deal Carpets, Ltd. -v- Baylee Aircraft (1978) 265 Ex 256.

Ferbrache -v- Bisson (1981) JJ 108.

Barry Nicholas: French Law of Contract (London, 1982): p.237.

Pothier: Traité du Contrat de Louage: Ve Partie: Sect. 1re: Des Résolutions du Bail.

Larousse: "de plein droit".

Le Gros: Traité du Droit Coutûmier de I'lle de Jersey p.327.

Cassells French-English Dictionary: "de plein droit".